

ELLIS:LAWHORNE

John J. Pringle, Jr.
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June 11, 2004

VIA ELECTRONIC MAIL SERVICE AND HAND DELIVERY

The Honorable Bruce Duke
Executive Director
South Carolina Public Service Commission
PO Drawer 11649
Columbia SC 29211



SC PUBLIC SERVICE
COMMISSION

2004 JUN 11 PM 1:39

RECEIVED

RE: Application of Dial-Around Telecom, Inc. for a Certificate of Public Convenience and Necessity to Provide Resold Local Exchange and Interexchange Services, for Flexible Rate Structure for Local Exchange Service Offerings First Approved in Docket No. 97-467-C and for Alternative Regulation First Approved in Docket 95-661-C
Our File No. 652-10167

Dear Mr. Duke:

Enclosed is the original and fifteen (15) copies of the **Application** filed on behalf of Dial-Around Telecom, Inc. in the above-referenced matter.

Please acknowledge your receipt of this document by file-stamping the copy of this letter enclosed, and returning it via the person delivering same.

If you have any questions or need additional information, please do not hesitate to contact me.

Very truly yours,

John J. Pringle, Jr.

JJP/cr

cc: Mr. Mark J. Angell
Enclosures

S. C. PUBLIC SERVICE COMMISSION
RECEIVED
 JUN 23 2004
RECEIVED
 BEFORE THE
 SOUTH CAROLINA DEPARTMENT
 PUBLIC SERVICE COMMISSION

ACCEPTED
 Legal 6/21/04 JMB
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POSTED
 23 Jun RNC

DOCKET NO. _____

In the Matter of the Application of Dial-Around Telecom, Inc. for a Certificate of Public Convenience and Necessity to Provide Resold Local Exchange and Interexchange Telecommunications Services, for Flexible Rate Structure for Local Exchange Service Offerings First Approved in Docket No. 97-467-C and for Alternative Regulation First Approved in Docket No. 95-661-C

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE & NECESSITY

Dial-Around Telecom, Inc. ("Dial-Around" or "Applicant") pursuant to S.C. Code Ann. §58-9-280(B), as amended, and Section 253 of the Telecommunications Act of 1996, respectfully submits this application for authority to provide local exchange service and resold long distance service within the State of South Carolina. In addition, Applicant requests that the Commission regulate its local telecommunications services in accordance with the principles and procedures established for flexible regulation in Order No. 98-165 in Docket No. 97-467-C. Pursuant to S.C. Code Ann. §58-9-585 and the general regulatory authority of the Commission, the Applicant also requests that the Commission regulate its long distance service offerings as described below in accordance with the principles and procedures established for alternative regulation in Orders No. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Order No. 2001-997 in Docket No. 2000-407-C.

The Applicant further requests, pursuant to R. 103-601(3) of the Rules of the Commission, that the Commission waive application to it of certain Commission Rules, as outlined herein. In support of its Application, Applicant provides the following information:

THE APPLICANT

1. The name and principal address of the Applicant are:

Dial-Around Telecom, Inc.
2637 E. Atlantic Blvd., Suite 242
Pompano Beach Florida 33062

2. Correspondence or communications regarding this application should be addressed to:

John J. Pringle, Jr., Esquire
Ellis, Lawhorne & Sims, P.A.
1500 Main Street, 5th Floor
Post Office Box 2285
Columbia, South Carolina 29202

Telephone: (803) 779-0066
Facsimile: (803) 799-8479
E-Mail: jpringle@ellislawhorne.com

3. Applicant is a corporation organized under the laws of the State of Florida. **Exhibit A** of this application includes a copy of the Applicant's Articles of Incorporation. Attached as **Exhibit B** is Applicant's Certificate of Existence.

PROPOSED SERVICES AND SERVICE AREA

4. Applicant intends to offer a broad range of telecommunications services through resold facilities, the purchase of unbundled network elements ("UNEs") and through a combination of those provisioning methods. Applicant will resell the local exchange services of the South Carolina incumbent local exchange carriers ("ILECs"), in those ILECs' existing service areas.
5. Service will be provided twenty-four hours a day, seven days a week. Applicant intends to provide local exchange telecommunications service to consumers who have been disconnected by the ILEC or by competitive local exchange carriers ("CLECs") for nonpayment, or who have failed to meet such carriers' applicable credit standards. In addition, Applicant seeks to offer other local exchange services.
6. The Applicant also seeks authority to provide interexchange telecommunications services throughout South Carolina to the extent authorized by the Commission. Specifically, Applicant will provide a variety of interexchange telecommunications services, including switchless interexchange telecommunications services from points of origin within the state of South Carolina to points of termination within South Carolina, other parts of the United States, and foreign countries. Applicant may also offer prepaid debit cards.
7. Applicant intends to employ the services of facilities based interexchange carriers (IXCs) for its provision of interexchange services in the State of South Carolina. Applicant will only use those underlying carriers that have been properly certified by this Commission.

8. Applicant intends to resell a number of the ILECs' retail services and features, including but not limited to: 1) residential local exchange service; and 2) optional features. Applicant also intends to provision local exchange services by means of the Unbundled Network Element Platform (UNE-P).

INTERCONNECTION AGREEMENTS WITH INCUMBENT LECs

9. Applicant will execute all necessary interconnection agreements with the incumbent LECs in whose territory Applicant will provide service, prior to offering service in South Carolina.
10. All such agreements will be filed with the Commission for approval, pursuant to Section 252(e) of TA 96.

BILLING AND CUSTOMER SERVICE

11. Applicant will bill customers directly for its services. Customer billing conducted by the Company will comply with Commission Rule 103-622.
12. Customers with inquiries or complaints may call the Applicant by means of its customer service telephone number.

TECHNICAL AND MANAGERIAL QUALIFICATIONS

13. Applicant has a team of managers and support personnel qualified to operate a communications business. Resumés of key personnel are included in **Exhibit C**.

FINANCIAL ABILITY

14. In support of Applicant's financial capability to provide the proposed service within South Carolina, a copy of Applicant's financial statement is provided as **Exhibit D**.

TARIFFS

15. Attached as **Exhibit E** is a copy of the Applicant's proposed local exchange and interexchange telecommunications tariff, setting forth its rates, charges and regulations.
16. The Applicant's tariff will be consistent with the Commission's Rules and Orders with respect to Customer Deposits (R. 103-621), Customer Billing (R. 103-622), Adjustment of Bills (R. 103-623), Applications for Service (R. 103-624), Reasons for Denial or Discontinuance of Service (R. 103-625), Procedures for Termination of Service (R. 103-633), and the applicable portions of the Commission's Order Addressing Marketing Practices and Marketing Guidelines (Order No. 95-658 issued in Docket No. 94-559-C).

17. Consistent with Commission Rule 103-629, the Company will maintain a copy of its tariff on file at the business office of the Company, and will make the tariff available for inspection by the public.

FLEXIBLE REGULATION OF LOCAL EXCHANGE SERVICES

18. The Applicant requests that the Commission allow Applicant to employ a flexible local exchange rate structure first authorized by Order No. 98-165 in Docket No. 97-467-C. Specifically, the Applicant requests that
- a) the Commission adopt for Applicant's local exchange services a competitive rate structure incorporating maximum rate levels with the flexibility for rate adjustment below the maximum rate levels; and
 - b) that its local exchange service tariff filings be presumed valid upon filing, subject to the Commission's right within thirty (30) days to institute an investigation of such filings. At the discretion of the Commission, such filings would be suspended pending further order of the Commission and any such filings would be subject to the same monitoring process as is applied to other, similarly situated carriers.

ALTERNATIVE REGULATION OF BUSINESS SERVICE OFFERINGS

19. The Applicant requests that all of its business service offerings be regulated pursuant to the procedures described and set out in Order No. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Order No. 2001-997 in Docket No. 2000-407-C. It is Applicant's intent by this request to have its business services regulated in the same manner as this Commission has permitted for AT&T Communications of the Southern States. Specifically, Applicant requests:
- a) removal of maximum rate tariff requirements for its business services, consumer card, operator service¹, and future private line, and customer network-type offerings; and
 - b) that tariff filings for these uncapped offerings are presumed valid upon filing. If the Commission institutes an investigation of a particular filing within seven days, the tariff filing will be suspended until further order of the Commission.
 - c) any relaxation in the reporting requirements that may be adopted for AT&T shall apply to the applicant also.

¹ Excepting those operator-assisted calls where a consumer uses a local exchange carrier's calling card to complete calls from locations which have not selected the local exchange carrier as their toll provider. Operator surcharges and per-minute rates for this type of call were capped by Order No. 2001-997 dated November 8, 2001.

REQUESTED WAIVERS

20. Commission Rule 103-603(3) provides that in “any case where compliance with any of these rules and regulations introduces unusual difficulty such rule or regulation may be waived by the Commission upon a finding by the Commission that such a waiver is in the public interest.”
21. As set out below, compliance with certain Commission rules will “introduce unusual difficulty” for the Applicant. Additionally, Applicant asserts that granting the waivers requested herein would be “in the public interest.”
22. Retention of Records (R. 103-611). To the extent that the Rules of the Federal Communications Commission (“FCC”) require the Company to keep its books and records in accordance with the Uniform System of Accounts, the Company asks that the Commission allow it to keep its books and records in conformance with Generally Accepted Accounting Principles (“GAAP”).
23. Operating Area Maps (R. 103-612.2.3). The Applicant will be offering service within the geographic service areas of the incumbent LECs. Therefore, the Applicant asks that the Commission forbear from requiring Applicant to “file with this Commission a map or maps showing its certificated area and/or exchange service area(s).”
24. Directories (R. 103-631). Applicant does not intend to publish telephone directories. However, Applicant will contract with the ILECs and/or their directory publishing affiliates, to ensure that Applicant’s customers are included in the applicable directory.

STATEMENTS OF COMPLIANCE

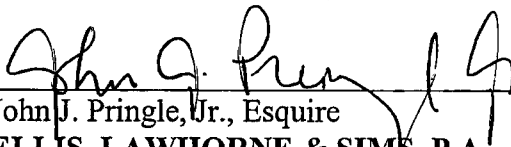
25. Applicant agrees to adhere to all applicable Commission policies, rules and orders.
26. As this Application demonstrates, the Company possesses the technical, financial, and managerial resources sufficient to provide the services requested.
27. The Company’s services will meet the service standards that the Commission may adopt.
28. The Company’s provision of services will not adversely impact the availability of affordable local exchange service.
29. Applicant, to the extent required to do so by the Commission, will participate in the support of universally available telephone service at affordable rates.
30. The Company’s provision of services does not otherwise adversely impact the public interest.

PUBLIC INTEREST CONSIDERATIONS

32. Granting this Application will promote the public interest by increasing the level of competition in the South Carolina telecommunications market. In addition, Applicant will provide service to those customers who otherwise could not obtain local exchange service.

WHEREFORE, Dial-Around Telecom, Inc. requests that the South Carolina Public Service Commission issue a Certificate of Public Convenience and Necessity authorizing it to provide local exchange and interexchange telecommunications services to the public as proposed herein and set forth in the attached tariffs. Dial-Around Telecom, Inc. also requests that the Commission regulate its local exchange service offerings in accordance with the principles and procedures established in Order No. 98-165 in Docket No. 97-467-C and for Alternative Regulation First Approved in Docket No. 95-661-C.

Respectfully submitted,



John J. Pringle, Jr., Esquire
ELLIS, LAWHORNE & SIMS, P.A.
1500 Main Street, 5th Floor
P.O. Box 2285
Columbia, SC 29202
(803) 779-0066

June 11, 2004
Columbia, South Carolina

Exhibit A

**Electronic Articles of Incorporation
For**

**P02000100462
FILED
September 17, 2002
Sec. Of State**

DIAL-AROUND TELECOM, INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

DIAL-AROUND TELECOM, INC.

Article II

The principal place of business address:

**2637 EAST ATLANTIC BOULEVARD
SUITE 242
POMPANO BEACH, FL. 33062**

The mailing address of the corporation is:

**2637 EAST ATLANTIC BOULEVARD
SUITE 242
POMPANO BEACH, FL. 33062**

Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:

10,000

Article V

The name and Florida street address of the registered agent is:

**MARK J ANGELL
2637 EAST ATLANTIC BOULEVARD
SUITE 242
POMPANO BEACH, FL. 33062**

I certify that I am familiar with and accept the responsibilities of registered agent.

P02000100462
FILED
September 17, 2002
Sec. Of State

Registered Agent Signature: MARK J. ANGELL

Article VI

The name and address of the incorporator is:

MARK J. ANGELL
2637 EAST ATLANTIC BOULEVARD
SUITE 242
POMPANO BEACH, FLORIDA 33062

Incorporator Signature: MARK J. ANGELL

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title:
MARK J ANGELL
2637 EAST ATLANTIC BOULEVARD, SUITE 242
POMPANO BEACH, FL. 33062

Exhibit B

The State of South Carolina



Office of Secretary of State Mark Hammond **Certificate of Authorization**

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

DIAL-AROUND TELECOM, INC.,

a corporation duly organized under the laws of the state of **FLORIDA** and issued a certificate of authority to transact business in South Carolina on **August 4th, 2003**, has on the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the Corporation that its authority to transact business in South Carolina is subject to being revoked pursuant to Section 33-15-310 of the 1976 South Carolina Code, and no application for surrender of authority to do business in South Carolina has been filed in this office as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 8th day of August, 2003.

A handwritten signature in black ink that reads "Mark Hammond".

Mark Hammond, Secretary of State

Exhibit C

Resume of Officers and Key Personnel

Omer Varol – CEO & President

Mr. Varol has owned and operated several telecommunications since 1997 of which generated revenue over 156 million per year. His responsibilities covered overall corporate planning, managing department heads and overall operation of the firm from a financial overview.

Mark J. Angell – Secretary & General Counsel

Mr. Angell has performed IXC, CLEC, Operator Services and all related regulatory filings with all the Utility Commission's in the United States for the last 12 years and has supervised compliance with the Commission as well. Mr. Angell also has consulted with numerous telecommunications firms developing networking, facilities, customer service and billing systems.

Mr. Andraz Oblak – Director of Operation

Mr. Oblak, has for the last 5 years been associates with Mr. Varol as his operations manager overseeing the network design and analysis of projects to be implemented into the telecommunications service offering and oversees the main office personnel.

Mr. Mitja Pretnar – Director of Networking

Mr. Pretnar has been with Mr. Vaorl for 5 years overseeing the switches, collocation sites and all equipment and technicians. Mr. Pretnar has been trained by all the equipment vendors as to the operating systems, maintenance and all relative information concerning the equipment he oversees.

Mr. Hayri Barutcu – Customer Relations Manager

Mr. Barutcu has been in telecommunications customer relations positions since 1995 with several firms. Mr. Barutcu has purchased media during this time to market telecommunications services to residential and business customers.

Exhibit D

DIAL-AROUND TELECOM INC - BUSINESS ECONOMY CHKG PROFILE																																			
Account Number, Title and Address 0036 7085 7334 FL DIAL-AROUND TELECOM INC 2637 E ATLANTIC BLVD # 242 POMPANO BEACH FL 33062-4999																																			
Summary Information <table border="1"> <thead> <tr> <th>Item</th> <th>Details</th> </tr> </thead> <tbody> <tr> <td>Available Balance</td> <td>\$100,093.81</td> </tr> <tr> <td>Current Balance</td> <td>\$100,093.81</td> </tr> <tr> <td>Last Deposit Amount</td> <td>\$75,000.00</td> </tr> <tr> <td>Last Deposit Date</td> <td>07/07/03</td> </tr> <tr> <td>Opened Date</td> <td>02/28/03</td> </tr> <tr> <td>Closed Date</td> <td>00/00/00</td> </tr> <tr> <td>Last Statement Date</td> <td>06/30/03</td> </tr> <tr> <td>Last Address Change Date</td> <td>02/28/03</td> </tr> <tr> <td>Cost Center</td> <td>0005890</td> </tr> <tr> <td>Associate</td> <td>FLW71</td> </tr> <tr> <td>Tax ID Number</td> <td>35-2181461</td> </tr> <tr> <td>Status</td> <td>NORMAL - OPEN</td> </tr> <tr> <td>Stop Payments</td> <td>0</td> </tr> <tr> <td>Overdraft Protection</td> <td>NO</td> </tr> <tr> <td>Overdrafts</td> <td>0/30 0/90 0/365</td> </tr> <tr> <td>Non-Sufficient Funds</td> <td>0/30 0/90 0/365</td> </tr> </tbody> </table>		Item	Details	Available Balance	\$100,093.81	Current Balance	\$100,093.81	Last Deposit Amount	\$75,000.00	Last Deposit Date	07/07/03	Opened Date	02/28/03	Closed Date	00/00/00	Last Statement Date	06/30/03	Last Address Change Date	02/28/03	Cost Center	0005890	Associate	FLW71	Tax ID Number	35-2181461	Status	NORMAL - OPEN	Stop Payments	0	Overdraft Protection	NO	Overdrafts	0/30 0/90 0/365	Non-Sufficient Funds	0/30 0/90 0/365
Item	Details																																		
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<div> <input type="button" value="OK"/> <input type="button" value="Messages..."/> <input type="button" value="Cust Profile"/> <input type="button" value="Help"/> </div>																																			

*This is a
true copy*

Exhibit E

Tariff Schedule Applicable to
Intrastate Long Distance Telecommunications Services Furnished by
Dial-Around Telecom, Inc., Inc.
Between Points Within the State of South Carolina

Issued: June 10, 2004

Effective:

Mark Angell
Dial-Around Telecom, Inc.
2637 E. Atlantic Blvd., Suite 242
Pampano Beach FL 33062

TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
2.1
2.1.1
2.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

Issued: June 10, 2004

Effective:

Mark Angell
Dial-Around Telecom, Inc.
2637 E. Atlantic Blvd., Suite 242
Pampano Beach FL 33062

CHECK SHEET

The sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s) Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Sheet No.</u>	<u>Revision</u>	<u>Sheet No.</u>	<u>Revision</u>
1	Original	28	Original
2	Original	29	Original
3	Original	30	Original
4	Original	31	Original
5	Original	32	Original
6	Original		
7	Original		
8	Original		
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Mark Angell
Dial-Around Telecom, Inc.
2637 E. Atlantic Blvd., Suite 242
Pampano Beach FL 33062

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Issued: June 10, 2004

Effective:

Mark Angell
Dial-Around Telecom, Inc.
2637 E. Atlantic Blvd., Suite 242
Pampano Beach FL 33062

PRELIMINARY STATEMENT

This tariff contains all effective rates and rules together with information relating to and applicable to Dial-Around Telecom, Inc., Inc. (referred to herein as "Company" or "Dial-Around Telecom, Inc.").

Per Commission Rule 103-629, this Tariff is on file with the South Carolina Public Service Commission and copies may be inspected during normal business hours at Dial-Around Telecom, Inc.' principal place of business.

SYMBOLS USED IN THIS TARIFF

- (C) To signify a changed listing, rule or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase in a rate.
- (L) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule, or condition.
- (M) To signify text or rates relocated without change
- (N) To signify a new rate or regulation or other text
- (R) To signify a reduction in a rate
- (S) To signify reissued regulations
- (T) To signify a change in text but no change in rate
- (Z) To signify a correction

Issued: June 10, 2004

Effective:

Mark Angell
Dial-Around Telecom, Inc.
2637 E. Atlantic Blvd., Suite 242
Pampano Beach FL 33062

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

- 1.1. Authorization Code: A numerical code, one or more of which the Company may assign to a Customer, to enable Company to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Company and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.
- 1.2. Authorized User: The Customer may authorize a person, firm or corporation to be an end-user of the service of the Customer.
- 1.3. Automatic Number Identification (ANI): A type of signaling provided by a local exchange telephone company, which automatically identifies the local exchange line from which a call originates.
- 1.4. Business Hours: The time after 8:00 a.m. and before 5:00 p.m., Monday through Friday excluding holidays.
- 1.5. Business Office: The primary location where the business operations of Company are performed and where the Company makes a copy of the Company's tariff available for public inspection. The address of the business is: 2222 East N.C. Hwy 54, Suite 340, Durham, NC 27709.
- 1.6. Company: The term "Company" refers to Dial-Around Telecom, Inc., Inc.
- 1.7. Commission: The South Carolina Public Service Commission.
- 1.8. Completed call: is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.9. Customer: means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.10. Exchange Area: A geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified areas where individual telephone exchange companies hold themselves out to provide communication services.

Issued: June 10, 2004

Effective:

Mark Angell
Dial-Around Telecom, Inc.
2637 E. Atlantic Blvd., Suite 242
Pampano Beach FL 33062

- 1.11. Holiday: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.
- 1.12. Individual Case Basis (ICB): Customer-specific arrangements that may vary from tariff in rates, terms and conditions according to the customer-specific requirements and service-specific parameters.
- 1.13. Local Access Transport Areas ("LATA"): A geographical area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Company Association, Inc. Tariff F.C.C. No.
- 1.14. Service: means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.15. Station: means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.
- 1.16. Time period: means the interval of hours that distinguish day, evening, night, and weekend rate periods as indicated below:

Rate Periods	From	To, but not Including	Days
Weekdays	8:00 a.m.	5:00 p.m.	Monday-Friday
Evenings	5:00 p.m.	11:00 p.m.	Monday-Friday
	5:00 p.m.	11:00 p.m.	Sunday
Night/Weekends	11:00 p.m.	8:00 p.m.	Monday-Sunday
	8:00 a.m.	5:00 p.m.	Saturday-Sunday
	5:00 p.m.	11:00 p.m.	Saturday

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SECTION 2 - RULES AND REGULATIONS

2.1. Application of Tariff:

This tariff applies to telecommunications services furnished by Dial-Around Telecom, Inc., Inc. (Company) between various locations within the State of South Carolina in accordance with the conditions set forth herein.

2.2. Undertaking of Company:

Company undertakes to provide intrastate toll voice services on a facilities and resale basis throughout South Carolina on the terms and conditions and the rates and charges specified herein.

2.3 Obligations of the Customer:**2.3.1 The customer shall be responsible for:**

- 2.3.1.1 The payment of all applicable charges pursuant to this tariff;
- 2.3.1.2 Reimbursing the company for damage to, or loss of, the company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- 2.3.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the company's facilities and equipment installed on the customer's premises.
- 2.3.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing

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and disposing of any hazardous material prior to any construction or installation work.

- 2.3.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
 - 2.3.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
 - 2.3.2 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
 - 2.3.3 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
 - 2.3.4 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.
- 2.4 Limitations of Liability:
- 2.4.1. Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified

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in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services, functions, and products furnished under this tariff. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses and consequential damages of such third persons.

- 2.4.2. The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the Company's failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The Customer or Authorized User has the sole remedy of the extension of such allowances for interruption and the sole liability of the Company. The Customer shall not hold the Company liable for any indirect, special, consequential, exemplary or punitive damages a Customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.
- 2.4.3. The Customer shall not hold the Company liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.4.4. The Customer shall not hold the Company liable for any act or omission by any entity furnishing to the Company or to the Company's Customers services or equipment used for or with the services the Company offers.

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- 2.4.5. The Customer shall not hold the Company liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided services or equipment.
- 2.4.6. The Customer shall not hold the Company liable for the claims of vendors supplying equipment to the Customer, which vendor may have installed at premises of the Company, nor shall the Customer hold the Company liable for the performance of said vendor or vendor's equipment.
- 2.4.7. The Company does not guarantee or make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.4.8. The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or Authorized User) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- 2.4.9. The Customer shall not hold the Company liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, without limitation, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- 2.4.10. The Customer shall not hold the Company liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring, unless the Company's willful misconduct or gross negligence causes the damage.
- 2.4.11. The Customer shall not hold the Company liable for any damages whatsoever associated with service, facilities, products, or equipment which the Company does not furnish or for any act or omission of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.
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2.4.12. The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person affected by the dialing of the digits "9-1-1".

2.4.13. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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2.4.14. The Customer and any Authorized Users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense or liability for patent or trademark infringement or other infringement of intellectual property rights arising from (1) combining (or using in connection) Company-provided services and equipment with any facilities, services, functions, or products provided by the Customer, by an Authorized User or by any other entity other than the Company, or (2) use of services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense or liability arising out of any commission or omission by the Customer or Authorized User in connection with the service, function, or product. In the event that any such infringing use is enjoined, the Customer or Authorized User, at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer and/or Authorized User shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such infringement, damages, or other claims, at the sole and entire expense of the Customer and/or Authorized User.

2.5 Application for Service:

- 2.5.1. Applicants wishing to obtain service may initiate service verbally with the Company or pursuant to a completed and signed written service order. On Company's receipt of the signed order form, under normal circumstances, Company will accept or reject the order within ten business days.
- 2.5.2. Should the applicant make a service request verbally, and should the Company accept the applicant's order, the Company will provide the applicant, within ten days of the service order, a confirmation letter setting forth the services ordered and itemizing all charges which will appear on the Customer's bill.
- 2.5.3. In addition, the Company will provide all new Customers in writing a statement of all material terms and conditions affecting what the Customer will pay for services provided by Company. The Company will provide the Customer with service, under normal circumstances, within fourteen business days of initial request.
- 2.5.4 Minimum Contract Period:

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2.5.4.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new residential or single line business customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

2.5.5 Cancellation of Service

2.5.5.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

2.5.5.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

(a) The total costs of installing and removing such facilities; or

(b) The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.

2.5.5.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

2.6 Payment for Service:

2.6.1 Service will be billed on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in Section 2.15 of this tariff.

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- 2.6.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

2.7 Customer Deposits:

- 2.7.1 The Company agrees to abide by the regulations associated with customer deposits as specified by S.C. Code of Regulations R. 103-621 as amended from time to time.
- 2.7.2 The Company may require from any customer or any prospective customer, a deposit intended to guarantee payment of bills for service, if any of the following conditions exist:
- 2.7.2.1 The customer's past payment record to any telecommunications utility shows that the customer has had two consecutive 30-day arrearages, or more than two non-consecutive 30-day arrearages in the past 24 months, or customer has been sent four or more late payment notices in the past nine months; or
 - 2.7.2.2 A new customer cannot furnish either a letter of good credit from a reliable source or an acceptable co-signer or guarantor on the same system within the State of South Carolina to guarantee payment; or
 - 2.7.2.3 A customer has no deposit and presently is delinquent in payments, (i.e., has had two consecutive 30-day arrears, or more than two non-consecutive 30-day arrears, in the past 24 months); or
 - 2.7.2.4 A customer has had his service terminated by any telecommunications utility for non-payment or fraudulent use.
- 2.7.3 Consistent with R. 103-621.2, deposits for a new customer shall not exceed an amount equal to an estimated two (2) months (60 days) total bill. For an existing customer, the maximum deposit shall not exceed the total actual bills of the highest two (2) consecutive months within the preceding six (6) months. All

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deposits are subject to review , and may be adjusted upward or downward to reflect the actual billing experience and the payment habits of the customer.

2.7.4. Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

2.7.5 Pursuant to R. 103-621.3, simple interest shall accrue on deposits at a rate set by the Commission.

2.8 Late Payment Charges:

2.8.1 The Company agrees to abide by the regulations governing late payment charges as specified in R. 103-622.2 as amended from time to time.

2.8.2 Any charges that are disputed by a customer shall not be subject to late payment charges regardless of the outcome of the dispute.

2.8.3 The company will consider delinquent and apply late payment charges on bills not paid within 20 days of the billing invoice date in the case of residential customers and within 15 days of the billing invoice date in the case of all non-residential customers.

2.8.4 Late payment fees will be computed at a rate not to exceed 1.5% per month.

2.9 Customer Complaints and Billing Disputes:

2.9.1 Customers may notify the carrier of billing or other disputes either orally or in writing. The customer shall notify the Company of any dispute within the applicable statute of limitations. Per Commission Rule 103-620(G), the Company shall notify all customers making a complaint that the Company is under the jurisdiction of the Commission and the customer may wish to contact the Commission about the Complaint.

2.9.2 Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the customer to:

Consumer Services Department
South Carolina Public Service Commission
PO Drawer 11649
Columbia, SC 29211

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803-896-5230 (Consumer Services Department)
803-896-5105 (Main PSC number)
1-800-922-1531 (Toll-free PSC number)

- 2.9.3 The company provides the following toll free number (1-800-746-4226) for customers to contact the Company.
- 2.9.4 The Company shall comply with Commission Rule 103-616, with respect to maintaining records of complaints and the time frame in which the Company will respond to oral and written complaints.

2.10 Allowance for Interruptions in Service:

- 2.10.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, and billed for, by the Company. The Company agrees to abide by R. 103-614 addressing interruption of service, as amended from time to time.
- 2.10.2 Interruption shall not include, and the Company will give no allowance for, service difficulties, such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Any Interruption allowance provided within this Tariff by Company shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Company's facilities or service, or any other reason covered by this Tariff or by applicable law.

2.11 Taxes and Fees:

- 2.11.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.
- 2.11.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company an occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

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2.11.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the company with written verification, acceptable to the company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

2.12 Returned Check Charge:

When payment for service is made by check, draft, or similar negotiable instrument, the Company may assess a charge of \$25.00 or the maximum allowed pursuant to Section 34-11-70 of the South Carolina Code of Laws, for each such item returned unpaid by a bank to the Company for any reason. This charge is in addition to the late payment charge, which may also be applicable.

2.13 Individual Case Basis (ICB) Arrangements:

Company may form contracts in special circumstances for Individual Case Basis ("ICB") service offerings. ICB service offerings are arrangements with a specific customer where customer-specific requirements and the service-specific parameters may vary from the tariff. For ICB service offerings, Company will offer ICB rates, terms and conditions to the Customer in writing. The Company shall file all such contracts with the Commission if required to do so by the Commission or its Staff.

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2.14 Denial or Disconnection of Service:**2.14.1 Denial or Disconnection of Service Without Notice**

The Company may deny or discontinue service without notice for any of the following reasons:

- 2.14.1.1 Hazardous Condition. For a condition on the customer's premises determined by the Company to be hazardous.
- 2.14.1.2 Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.14.1.3 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.
- 2.14.1.4 Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.
- 2.15.1.5 Illegal use of Service. Customer's use of service or equipment in a manner to violate the law.

2.14.2. Denial or Disconnection of Service Requiring Notice

- 2.14.2.1 The Company may deny or disconnect service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny or disconnect service and has allowed the customer a reasonable time in which to remove the cause for denial or disconnection:
 - 2.14.2.1.A Non-compliance with Regulations or Orders. For violation of or non-compliance with regulations or Orders of the Commission, or for violation of or non-compliance with the Company's tariffs on file with the Commission.
 - 2.14.2.1.B Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the South Carolina Public Service Commission.

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2.14.2.1.C Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment.

2.14.2.1.D Non-payment of Bill.

2.14.2.1.D.1 For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice that he has five days in which to make a settlement on his account or have his service disconnected. Pursuant to R. 103-633, service will be terminated only on Monday through Thursday between the hours of 8:00am and 4:00pm, unless provisions have been made to have someone available to accept payment and reconnect service.

2.14.2.1.D.2 Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

2.14.2.1.D.3 Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.

2.14.3. Insufficient Reasons for Denial of Service

2.14.3.1 The following may not constitute cause for refusal of service to a present or prospective customer:

2.14.3.1.A Non-payment for services by a previous occupant of the premises to be served, unless such previous occupant shall benefit from such new service or unless the new occupant benefited from such old service;

2.14.3.1.B Failure to pay for merchandise purchased from the utility;

2.14.3.1.C Failure to pay for non-communications service provided by the utility, including, but not limited to, any non-regulated

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telecommunications equipment or services furnished by the Company;

- 2.14.3.1.D Failure to pay for business service at a different location and a different telephone number shall not constitute sufficient cause for refusal of residential service or vice versa; or
- 2.14.3.1.E Failure to pay billings associated with 900 and 900-type numbers or non-regulated charges.

2.15 Unlawful Use of Service:

2.15.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

- 2.15.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
- 2.15.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.15.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoration of service charges and other applicable service charges, the Company shall promptly restore such service.

2.16 Interference with or Impairment of Service:

Service shall not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The company may require a customer to

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immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

2.17 Telephone Solicitation by Use of Recorded Messages:

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.18 Incomplete Calls:

There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

2.19 Overcharge/Undercharge:

2.19.1 Overcharge/undercharge provisions will be in accordance with R. 103-623.

2.19.2 When a customer has been overcharged, the amount shall be refunded or credited to the customer in accordance with R. 103-623.

2.20 "900" and "976" Blocking:

Consistent with R. 103-632, the Company will block the Customer's access to "900" and "976" pay-per-call telephone information services. Company will not impose a charge for blocking.

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SECTION 3 - DESCRIPTION OF SERVICES**3.1 Description of Dial-Around Telecom, Inc. Long Distance Service:**

Dial-Around Telecom, Inc. Long Distance Service provides a Customer with the ability to originate calls from a Company-provided access line to other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones outside of the Customer's Local Calling Area but within the State of South Carolina.

3.2 Description of Dial-Around Telecom, Inc. Inbound Toll-free Service:

Dial-Around Telecom, Inc. Inbound Toll-free Service is an intrastate telecommunications service whereby Customers will be assigned an "800", "888", "877" or other toll-free incoming telephone number by the by the Company for termination and billing of inbound toll-free service calls.

3.3 Description of Dial-Around Telecom, Inc. Calling Card Service:

Calling Card Service is a intrastate telecommunications service whereby Customers originate outbound, direct-dial calls via Company-provided toll-free telephone numbers.

3.4 Trial Services:

The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on a permanent basis.

3.5 Promotional Offerings:

The Company may offer existing services on a promotional basis, subject to Commission approval, that provide special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months, at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Commission approval.

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SECTION 4 - DESCRIPTION OF RATES AND CHARGES

4.1. Description of Rates and Charges for Message Toll Service:

The service is flat rated and billed in an initial minimum call interval of thirty (30) seconds, with additional intervals of six (6) seconds. The duration of each call will be rounded to the nearest higher increment for billing purposes. Additionally, fractional cents will be rounded to the nearest higher cent.

4.1.1. The following rates apply on a per minute basis to all direct dialed calls:

	<u>Per MOU</u>
InterLATA Long Distance Service	\$X.XX
IntraLATA Long Distance Service	\$X.XX

4.1.2 Additional Charges

4.1.2.1	Monthly Charge per Customer	\$X.XX
4.1.2.2	Additional Features (per Month)	
	Verified Account Codes	\$XX.XX
	Non-verified Account Codes	\$XX.XX

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4.2 Toll-free Service

The service is flat rated and billed in an initial minimum call interval of one minute, with additional intervals of one minute. The duration of each call will be rounded to the nearest higher increment for billing purposes. Additionally, fractional cents will be rounded to the nearest higher cent.

4.2.1. The following rates apply on a per minute basis to all direct dialed calls:

	<u>Rate per minute</u>
Month-to-month	\$X.XX
With a one-year contract	\$X.XX
With a two-year contract	\$X.XX
 <u>Bundled With Dial-Around Telecom, Inc. local exchange service</u>	
	<u>Rate per minute</u>
With a one-year contract	\$X.XX
With a two-year contract	\$X.XX
With a three-year contract	\$X.XX

4.2.2 Additional Charges

4.2.2.1	Monthly Charge per toll-free number	\$X.XX
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4.2.2 Additional Features (per Month)

Day of Week Routing	\$XX.XX
Holiday Routing	\$XX.XX
Time of Day Routing	\$XX.XX
% Routing	\$XX.XX
NPA/NXX blocking	\$XX.XX
Directory Listing	\$XX.XX

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4.3 Calling Card Service

The service is flat rated and billed in an initial minimum call interval of one minute, with additional intervals of one minute. The duration of each call will be rounded to the nearest higher increment for billing purposes. Additionally, fractional cents will be rounded to the nearest higher cent.

4.3.1. The following rate applies on a per minute basis to all direct dialed calls:

Calling Card Service	\$X.XX
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4.3.2 Per-call surcharge	\$X.XX
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4.4 Payphone Use Surcharge

Calls originated from pay telephones using the Company's Toll-free or Calling Card services shall incur a per-call surcharge of \$0.30.

4.5 Presubscribed Interexchange Carrier Charge:

Customers may pre-subscribe local access lines to their intrastate, interLATA long distance carrier of choice. Following the Customer's initial pre-subscription of each line, any subsequent change will incur a per line charge.

Per line	\$5.00
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4.6 General Terms Applicable to Rates and Charges

Company makes no distinctions between rates for days, evenings, and weekends. Chargeable time begins when connection is established between the calling station and the called station. Chargeable time ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network. Chargeable time does not include time lost because of faults or defects in the connection.

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4.7 Rates for Resold Local Exchange Services4.7.1 Prepaid Residential Telecommunications Service4.7.1.A Non-Recurring Charges

Processing/Application Fee	\$XX.XX
Directory Listing	\$XX.XX
First Month's Fee	\$XX.XX
To Move Service From One Location to Another	\$XX.XX

4.7.1.B. Recurring Charges

Monthly Prepaid Service	\$XX.XX
Directory Listing	\$XX.XX
911 Service	\$XX.XX

4.7.1.C. Optional Features4.7.1.C.1. Non-Recurring Charges

Caller ID Set Up Fee	\$XX.XX
To add options after connection	\$XX.XX

4.7.1.C.2 Recurring Charges

Call Waiting	\$XX.XX
Call Forwarding	\$XX.XX
Three Way Calling	\$XX.XX
Unpublished Number	\$XX.XX
Speed Dial	\$XX.XX
Call Return	\$XX.XX

All Above Options	\$XX.XX
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Caller ID	\$XX.XX
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4.7.2 Non-Prepaid Residential Service

[Reserved for Future Use]

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4.7.3 Business Service

[Reserved for Future Use]

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SECTION 5 - MAXIMUM RATES

The Company's business services, consumer card, and operator service offerings are being regulated in accordance with the principles and procedures established by Order Nos. 95-1734 and 96-55 issued in Docket No. 95-661-C. Accordingly, the maximum rate(s) listed below apply only to services purchased by residential customers.

5.1 Toll Service OriginatingPer MOU\$XX.XX

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SECTION 6 - MARKETING GUIDELINES

As a telephone utility under the regulation of the South Carolina Public Service Commission, the Company hereby asserts and affirms that as a provider of intrastate interexchange telecommunications services, it will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and it will comply with those marketing procedures, if any, set forth by the South Carolina Public Service Commission. Additionally, it will be responsible for the marketing practices of any contracted telemarketers for compliance with this provision. The Company understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate interexchange telecommunications traffic within the State of South Carolina.

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